

RECORDING REQUESTED BY AND  
WHEN RECORDED MAIL TO:  
EMC MORTGAGE CORPORATION  
C/O NTC 2100 Alt. 19 North  
Palm Harbor, FL 34683  
EMCAG POA L#: POABSLT15

BOOK 497 PAGE 916

8/25/08 10:15:11  
BK 127 PG 752  
DESDOTO COUNTY, MS  
W.E. DAVIS, CH CLERK

#08-1252

## POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, THE BANK OF NEW YORK, having its main office at 101 Barclay Street, New York, New York 10286 (the "Bank"), hereby appoints EMC Mortgage Corporation, to be the Bank's true and lawful Attorney-in-Fact (the "Attorney") to act in the name, and on behalf, of the Bank with power to do only the following in connection with Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates Series 2004-12, on behalf of the Bank:

1. The modification or re-recording of a Mortgage or Deed of Trust, where said modification or re-recordings is for the purpose of correcting the Mortgage or Deed of Trust to conform same to the original intent of the parties thereto or to correct title errors discovered after such title insurance was issued and said modification or re-recording, in either instance, does not adversely affect the lien of the Mortgage or Deed of Trust as insured.
2. The subordination of the lien of a Mortgage or Deed of Trust to an easement in favor of a public utility company of a government agency or unit with powers of eminent domain; this section shall include, without limitation, the execution of partial satisfactions/releases, partial reconveyances or the execution or requests to trustees to accomplish same.
3. The conveyance of the properties to the mortgage insurer, or the closing of the title to the property to be acquired as real estate owned, or conveyance of title to real estate owned.
4. The completion of loan assumption agreements and modification agreements.
5. The full or partial satisfaction/release of a Mortgage or Deed of Trust or full conveyance upon payment and discharge of all sums secured thereby, including, without limitation, cancellation of the related Mortgage Note.
6. The assignment of any Mortgage or Deed of Trust and the related Mortgage Note, in connection with the repurchase of the mortgage loan secured and evidenced thereby.
7. The full assignment of a Mortgage or Deed of Trust upon payment and discharge of all sums secured thereby in conjunction with the refinancing thereof, including, without limitation, the assignment of the related Mortgage Note.
8. With respect to a Mortgage or Deed of Trust, the foreclosure, the taking of a deed in lieu of foreclosure, or the completion of judicial or non-judicial foreclosure or termination, cancellation or recession of termination, cancellation or rescission of any such foreclosure, including, without limitation, any and all of the following acts:
  - a. the substitution of trustee(s) serving under a Deed of Trust, in accordance with state law and the Deed of Trust;
  - b. the preparation and issuance of statements of breach or non-performance;
  - c. the preparation and filing of notices of default and/or notices of sale;
  - d. the cancellation/rescission of notices of default and/or notices of sale;

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- e. the taking of a deed in lieu of foreclosure; and
  - f. the preparation and execution of such other documents and performance of such other actions as may be necessary under the terms of the Mortgage, Deed of Trust or state law to expeditiously complete said transactions in paragraphs 8.a. through 8.e., above; and
9. With respect to other security instruments the power to:
- a. Perform any other necessary acts of foreclosure and/or eviction.
10. With respect to the sale of real property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation, the execution of the following documentation:
- a. Listing agreements;
  - b. Purchase and sale agreements;
  - c. Grant/warranty/quit claim deeds or any other deed causing the transfer of title of the property to a party contracted to purchase same;
  - d. Escrow instructions; and
  - e. Any and all documents necessary to effect the transfer of real property.
11. The modification or amendment of escrow agreements established for repairs to the mortgaged or real property.
12. The endorsement of loss drafts or other checks that are necessary to effectuate proper servicing of the loan or repairs to the real property.

This Power of Attorney is effective for three (3) year from the date hereof or the earlier of (i) revocation by the Bank, (ii) the Attorney shall no longer be retained on behalf of the Bank or an affiliate of the Bank; or (iii) the expiration of three years from the date of execution.

The authority granted to the attorney-in-fact by the Power of Attorney is not transferable to any other party or entity.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of New York without regard to its conflicts of law principles.

All actions heretofore taken by said Attorney, which the Attorney could properly have taken pursuant to this Power of Attorney, be, and hereby are, ratified and affirmed.

IN WITNESS WHEREOF, The Bank of New York, as successor to JPMorgan Chase Bank, N.A. as Trustee, pursuant to that Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates Series 2004-12 among the Depositor, the Servicer, and the Trustee, dated as of November 1, 2004, and these present to be signed and acknowledged in its name and behalf by Harold Fudali its duly elected and authorized Managing Director this twenty-second day of April, 2008.

The Bank of New York, as successor to  
JPMorgan Chase Bank, N.A. as Trustee

By: [Signature]  
Name: Harold Fudali  
Title: Managing Director

By: [Signature]  
Name: Wanda Eiland  
Title: Vice President

Witness: [Signature]  
Printed Name: Philip Reinle

Witness: [Signature]  
Printed Name: Kshitij Mittal

#### ACKNOWLEDGEMENT

STATE OF: New York

COUNTY OF: New York

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Personally appeared before me the above-named Harold Fudali and Wanda Eiland, known or proved to me to be the same persons who executed the foregoing instrument and to be the Managing Director and Vice President respectively of The Bank of New York, successor to JPMorgan Chase Bank, N.A. as Trustee of Bear Stearns ALT-A Trust, Mortgage Pass-Through Certificates Series 2004-12, and acknowledged that they executed the same as their free act and deed and the free act and deed of The Bank of New York.

Subscribed and sworn before me this twenty-second day of April, 2008.

Clarke Co., SCT.

This instrument of writing was produced to me on the 3 day of June, 2008 at 3:15 P. M. and with certificate of acknowledgement thereto attached was admitted to record.

Teste: [Signature], Clerk

NOTARY PUBLIC  
My Commission expires: \_\_\_\_\_



CERTIFIED TO BE A TRUE COPY

TESTE: [Signature]  
Helen Butts, Clerk